

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. NNJ10333854R	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/12/2010	PAGE OF PAGES 1 117	
IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NO. NNJ11JB35B		5. REQUISITION/PURCHASE REQUEST NO. 4200376566		6. PROJECT NO.		
7. ISSUED BY NASA/Johnson Space Center Attn: John Clayborne/BJ3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	8. ADDRESS OFFER TO NASA/ Johnson Space Center Attn: John D. Clayborne/BJ3 2101 NASA Parkway Houston TX 77058			
9. FOR INFORMATION CALL:		a. NAME John Clayborne		b. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 281-483-7077		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Multiple Award 8(a) Indefinite-Delivery, Indefinite-Quantity (IDIQ) for General Construction, Minor Projects at Johnson Space Center, Ellington Field and Sonny Carter Training Facility, Houston, TX and White Sands Test Facility, Las Cruces, NM.

11. The Contractor shall begin performance _____ calendar days and complete it within _____ calendar days after receiving _____	
<input checked="" type="checkbox"/> Award	<input type="checkbox"/> Notice to proceed. The performance period is _____
<input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Negotiable (See _____)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(If "YES", indicate within how many calendar days after award in Item 12b.)	
12b. CALENDAR DAYS 7	
13. ADDITIONAL SOLICITATION REQUIREMENTS	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ 1400 (time) local time _____ 09/16/2010 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is. <input type="checkbox"/> is not required	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than _____ 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

165-176-01-105-3212

STANDARD FORM 14-2 (Rev. 4-50)
Prescribed by GSA
FAR(48) C-29.57 230-130

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNJ10333854R

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ALL PROSPECTIVE CONTRACTORS MUST COMPLETE ANNUAL REPRESENTATIONS AND CERTIFICATIONS ELECTRONICALLY VIA THE ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) WEBSITE AT http://orca.bpn.gov AND MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR)				

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all labor, materials, equipment and supervision necessary for the performance of general construction, modifications, refurbishments, and rehabilitations at Johnson Space Center (JSC), Ellington Field, (EF), Sonny Carter Training Facility (SCTF) and White Sands Test Facility (WSTF). All work shall be accomplished in accordance with the Statement of Work provided with each Task Order; the contract terms and conditions; and the specifications, drawings, and special conditions provided with the Task Orders, when applicable. All work shall be initiated through Task Orders issued in accordance with **Section I, I.108 FAR Clause 52.216-18 Ordering. Task Orders will be issued only by the Contracting Officer.**

(End of clause)

B.2 TYPE OF CONTRACT

This contract is an 8(a) Multiple Award Indefinite- Delivery Indefinite-Quantity (IDIQ) contract for Minor General Construction Projects under which the Government intends to issue Fixed-Price Task Orders. The NAICS Code used for this contract is 236220.

(End of clause)

B.3 MINIMUM/MAXIMUM CONTRACT VALUE

The guaranteed minimum amount of work which may be required under this contract is \$5,000.00. The maximum amount of work which may be required under this contract is \$49,000,000.00. However, the total amount of all Task Orders under all contracts awarded under solicitation number NNJ10333854R shall not exceed \$49,000,000.00 for the 5 year period of performance.

(End of clause)

B.4 LIMITED COMPETITION AMONG TASK ORDERS

a. This contract is one of a group of multiple award contracts. The procedure for administering Task Orders under multiple award contracts is detailed in the Federal Acquisition Regulation (FAR) at 16.505(b). In placing orders, the Contracting Officer may consider past performance, quality of workmanship, and price to provide each IDIQ contractor a fair opportunity to be considered for each order. Any IDIQ contractor with a pattern of unsatisfactory performance evaluations in any of these areas may be excluded from competing for future Task Orders at the discretion of the Contracting Officer until such time as the contractor takes appropriate corrective action to assure satisfactory performance on future task orders.

The Contracting Officer will issue a Request for Proposal (RFP) that will provide the contemplated Task Order requirements, including all applicable specifications, drawings and special condition order requirements. Selection will be based on FAR Subsection 15.101-1, Trade-off Process or 15.101-2, Lowest Price Technically Acceptable Source Selection Process.

b. Timely offers received will be evaluated taking into consideration, as a minimum, performance on previous and current Task Orders and proposed price.

c. The Government reserves the right to forgo competition in the event one of the conditions described in FAR 16.505(b)(2) are met or Contracting Officer determines that it is in the best interest of the Government to issue an order directly to one 8(a) IDIQ contractor.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation and equipment (except any Government provided property, including utilities, as may be specified in individual task orders), and all related activities necessary for the performance of projects as described in task orders. All work shall be accomplished in accordance with the terms and conditions of the contract and task order specifications and drawings and within the performance schedule set forth in FAR clause 52.211-10, Commencement, Prosecution, and Completion of Work, to be cited in each task order issued in accordance with Section I, I.108 FAR Clause 52.216-18, Ordering, (**Task Orders will be issued only by the Contracting Officer.**). The nature of the work is one of construction, modification, and repair. Contractor effort extends beyond the conventional, single job construction effort and requires the capability to plan, schedule, coordinate, manage, and execute a fluctuating flow of unrelated projects with a variety of skills and skill levels. Work shall include, but is not limited to, architectural, mechanical, electrical, plumbing, civil, structural, roofing, partial building renovations, building demolition, and environmental support at JSC, EF, SCTF and WSTF.

(End of clause)

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not --

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 ALLOWANCE FOR DELAYS

(a) Work at the Johnson Space Center is subject to frequent and extended delays due to shuttle launches, mission simulations, and security requirements. In addition to more typical delays, certain construction activities such as excavation, transporting heavy equipment, and utility outages, may be prohibited during shuttle launches and mission simulations. Furthermore, security delays are likely for as long as JSC is operating under heightened security conditions. The Contractor may experience delays caused by the Government and other factors beyond the Contractor's control. Additional time is included in the project performance period to allow for a specified number of days of delay due to these causes. Normally, contract extensions will not be granted unless the contractor has:

- (1) Promptly notified the Contracting Officer of each delay as experienced with supporting evidence as necessary,
- (2) Demonstrated actual delay to its effort and not merely a restriction of work,
- (3) Demonstrated that the contractor was not experiencing other delays within its control, and was able and willing to perform the scheduled work which could not be performed solely due to the Government delay,
- (4) Shown that the delay days allotted in the performance period have been exceeded, and
- (5) Met the conditions specified in the applicable contract terms and conditions relating to extensions of the contract performance period.

(b) A current Mission Schedule (subject to change) will be included with each Task Order. The number of days allowed for Government delays is 30 days. No extension of time will be given until these days have been exceeded. Contractors should expect security delays of up to 45 minutes when entering the site and allow for those delays, as no contract extension will be granted for these delays.

F.2 PLACE OF PERFORMANCE

The primary work locations for this contract are in Houston, TX at the NASA Johnson Space Center, Ellington Field (EF) and Sonny Carter Training Facility (SCTF). In addition, in order to provide for maximum flexibility, intermittent minor construction work may be required at the White Sands Test Facility (WSTF) located in Las Cruces, New Mexico.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.242-70 TECHNICAL DIRECTION (SEPTEMBER 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270.

"Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.2 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (SEPTEMBER 2007)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facilities Maintenance Management

- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

**G.3 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (DEVIATION)
(SEPTEMBER 2007)**

- (a) In addition to the requirements of the FAR Government Property Clause (FAR 52.245-1) the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:
 - (1) NPD 8800.14, Policy for Real Property Management.
 - (2) NPR 8831.2, Facilities Maintenance Management.
- (b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.
- (c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.
- (d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.
- (e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) at any time.

(End of clause)

G.4 JSC 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

(End of clause)

G.5 SUBMISSION OF INVOICES

(a) Invoices shall be prepared in accordance with contract clauses 52.232-5, "Payments Under Fixed-Price Construction Contracts" and 52.232-27, "Prompt Payment for Construction Contracts." Invoices shall contain the following information as applicable: contract number, contract line item numbers (CLINS), description of supplies or services, sizes, quantities, unit prices and extended totals. The NASA Shared Services Center (NSSC) is the designated billing office for the purpose of the Prompt Payment clause.

(b) All invoices shall be submitted to 1 and 2 below:

1. Original invoices shall be faxed or sent via e-mail to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
FAX: 866-209-5415
Email: NSSC-Accountspayable@nasa.gov

2. Copy

NASA Johnson Space Center
BJ3/John Clayborne
2101 NASA Parkway
Houston, TX 77058-3696

john.d.clayborne@nasa.gov

This is the designated billing and payment office for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(c) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of clause)

G.6 JSC 52.223-92 JSC HAZARDOUS MATERIALS USE. (MAY 2009)

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supersede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation

1910.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

(4) Any radioisotope material or device that produces ionizing radiation.

(5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)

(6) Any explosive or any pyrotechnics

(7) Any pesticide.

(c) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.

(d) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.

(e) The contractor shall notify the JSC Clinical Services Branch (SD3) prior to any initial use or different application of these materials.

(f) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.

(g) The contractor shall insert the substance of this clause, including this Paragraph F with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(h) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

G.7 JSC 52.242-92 IDENTIFICATION OF EMPLOYEES (OCT 2006)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:30 am to 3:00 pm on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.236-13 ACCIDENT PREVENTION (NOV 1991), ALTERNATE I (NOV 1991)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.3 1852.225-70 EXPORT LICENSES. (FEBRUARY 2000)

H.4 1852.223-70 SAFETY AND HEALTH (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working

on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.6 1852.243-72 EQUITABLE ADJUSTMENTS (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces	-----	-----	10 percent
To first tier subcontractor on work performed by its subcontractors	-----	-----	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	-----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.7 JSC 52.223-93 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS (MAY 2008)

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; CWI JE9W-06, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; JSC's Energy and Water Conservation 5-Year Plan; and CWI J69W-03, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD XX-X-X, Environmental and Energy Consuming Product Compliance Reports.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement

between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

H.8 TASK ORDER PLACEMENT PROCESS

- (a) The Government will provide all of the 8(a) IDIQ contractors fair opportunity to be considered for each task order exceeding \$3,000 unless one of the statutory exceptions in FAR 16.505(b)(2) applies. Contractors who have a pattern of unsatisfactory performance (See B.4) may be denied an opportunity to participate in task order competitions under the contract until appropriate corrective action has taken place. The Contracting Officer will solicit task order proposals by issuing written requests for proposals for specific projects. As such, a task order solicitation package will be issued to each of the multi-award contract recipients.
- (b) The task order solicitation is a request for proposal only and does not constitute authority to proceed or to incur any cost associated with contract performance. No legal liability shall reside on the part of the Government for any amount until a task order is issued by the Contracting Officer.
- (c) The Government plans to issue task order awards without holding discussions with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (d) Task Order awards will be made using one of the following processes:
 - (1) Lowest Priced Technically Acceptable Process
 - (2) Best Value Tradeoff Process

The process utilized will be identified in each task order solicitation.

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- I.1 52.202-1 DEFINITIONS. (JUL 2004)
- I.2 52.203-3 GRATUITIES. (APR 1984)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
- I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)
- I.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)
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- I.14 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)
- I.15 52.211-13 TIME EXTENSIONS. (SEP 2000)
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- I.21 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS. (OCT 1997)
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- I.23 52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)
- I.24 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)
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- I.29 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)
- I.30 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)
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- I.32 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)
- I.33 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)
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- I.49 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
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- I.65 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. (SEP 2002)

- I.66 52.232-17 INTEREST. (OCT 2008)
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- I.69 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (OCT 2008)
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- I.99 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)
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- I.101 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (MAR 1996)
- I.102 1852.236-73 HURRICANE PLAN. (DEC 1988)
- I.103 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
- I.104 1852.243-71 SHARED SAVINGS. (MAR 1997)
- I.105 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of JSC Procurement Director and shall not be binding until so approved.

(End of clause)

I.106 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)

The Contractor shall be required to

(a) commence work under this contract within Time Specified in Each Task Order calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than Time Specified in Each Task Order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

I.107 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of To Be Specified in each task order issued for each calendar day of delay until the work is completed or accepted.

I.108 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through five (5) calendar years after date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.109 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$49,000,000.00;

(2) Any order for a combination of items in excess of \$49,000,000.00; or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 (five) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.110 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS (JUNE 2003) (DEVIATION)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **Multiple Award Contractor** will notify the **NASA/Johnson Space Center**, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**I.111 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR
RELATIONS ACT (DEVIATION) (JUNE 2010)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; -

(2) Provided by the Federal contracting agency, if requested];

- (3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or
- (4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.
- (f) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
- (2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.
- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**I.112 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT
FOR EPA-DESIGNATED ITEMS (MAY 2008)**

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

(End of clause)

I.113 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (FEB 2009)

(a) *Definitions.* As used in this clause--

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

I.114 52.225-11 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT (AUG 2009) - ALTERNATE I (JUN 2009)

(a) *Definitions.* As used in this clause--

"Bahrainian, Mexican, or Omani construction material" means a construction material that—

- (1) . Is wholly the growth, product, or manufacture of Bahrain or Mexico; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

"Caribbean Basin country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item"—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Foreign construction material" means a construction material other than a domestic construction material.

"Least developed country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic, or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

- (i) Any Contractor request to use foreign construction material in accordance with paragraph

(b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			

Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

I.115 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by soil borings.

(b) Weather conditions at the site of the work are approximately as listed below.

Table1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Avg. Temperature	50.4	53.9	60.5	68.3	74.5	80.4	82.6	82.3	78.2	69.6	61	53.5	67.9
Avg. Max Temperature	61	65.3	71.1	78.4	84.6	90.1	92.7	92.5	88.4	81.6	72.4	64.7	78.6
Avg. Min Temperature	39.7	42.6	50	58.1	64.4	70.6	72.4	72	67.9	57.6	49.6	42.2	57.3
Days with Max Temp of 90 F or Higher	0	< 0.5	< 0.5	1	6	20	27	26	16	3	0	0	98
Days with Min Temp Below Freezing	7	4	1	< 0.5	0	0	0	0	0	< 0.5	1	5	18
Heating Degree Days	488	322	187	36	0	0	0	0	0	31	181	374	1599
Cooling Degree Days	16	11	50	135	295	462	546	536	396	174	61	18	2700
Precipitation (inches)	3.3	3	2.9	3.2	5.2	5	3.6	3.5	4.9	4.3	3.8	3.5	46.1
Days with Precipitation 0.01 inch or More	11	9	9	7	8	9	9	9	9	8	8	9	106
Monthly Snowfall (inches)	0.2	0.2	0	< 0.05	< 0.05	< 0.05	0	0	0	0	< 0.05	< 0.05	0.4
Average Wind Speed	8.2	8.7	9.2	9.1	8.1	7.5	6.9	6.2	6.6	7	7.8	7.7	7.8
Clear Days	7	7	7	7	6	7	7	6	9	11	9	7	90
Partly Cloudy Days	5	5	6	7	11	13	16	17	11	9	7	6	114
Cloudy Days	18	16	18	16	14	9	8	8	10	11	14	18	161
Percent of Possible Sunshine	45	50	54	58	62	68	70	68	66	64	52	61	69
Avg. Relative Humidity	57.5	76	74.5	75	76	77	77	75.5	76	76	73.5	74	77

(c) Transportation facilities: N/A

(End of clause)

I.116 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<https://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.117 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.118 1852.215-84 OMBUDSMAN. (OCT 2003) -- ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the Installation Ombudsman : Melanie Saunders, Associate Director (Management), NASA/Johnson Space Center/AC, 2101 NASA Parkway, Houston TX 77058-3696, Phone: 281 483-0490, FAX: 281 483-2200, E-mail: melanie.saunders-1@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the

procedures of the contract.

(End of clause)

I.119 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.120 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational

diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I.121 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's

contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*.

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all

reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

- J.1 SAFETY AND HEALTH PLAN
Added to the contract prior to award upon approval by the Government
- J.2 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE
- J.3 GENERAL DECISION NUMBER: TX100121 (DAVIS-BACON WAGE
DETERMINATION)

SECTION J ATTACHMENT

J.1 SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON AWARD)

SECTION J ATTACHMENT

J.2 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE

COD MISSION UPDATE SCHEDULE FOR 2011 FACILITY MANAGEMENT & OPERATIONS DIVISION PLANNING SCHEDULE

Last updated on 01/26/2011

FLIGHT	LAUNCH	LANDING	SHUTTLE	COD MISSION MANAGER/ALT
STS-133	NET 2/24/2011	3/7/11	DISCOVERY	TB-MM/MM-AMM
STS-134	4/19/2011	TBD	ENDEAVOUR	TB-MM/MM-AMM
STS-135	NET 6/28/2011	TBD	TBD	TB-MM/MM-AMM

All flight dates are based on Central Standard or Daylight Time.

*-Indicates revision, NET-no earlier than, UR-under review, TBD-to be determined

MM-Mission Manager; AMM-Alternate Mission Manager; BUMM-Back-up Mission Manager: TB-Tom Beck; MM-Melissa McKinley; LDL-Lance D. Lovejoy

UPDATE.doc

Revised 12-06-2010

SECTION J ATTACHMENT

J.3 GENERAL DECISION NUMBER: TX100121 (DAVIS-BACON WAGE DETERMINATION)

The attached wage determination will be applicable to the majority of the projects worked under this contract.

(Note: Subsequent wage determinations will be issued with each task order and incorporated into the contract upon award of each task order.)

J.3 GENERAL DECISION NUMBER: TX100121 (DAVIS-BACON WAGE DETERMINATION)

General Decision Number: TX100121 01/07/2011 TX121

Superseded General Decision Number: TX20080121

State: Texas

Construction Type: Building

County: Harris County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). (Use current highway general wage determination for Paving & Utilities incidental to Building Construction for Harris County

Modification Number Publication Date

0	03/12/2010
1	04/02/2010
2	06/04/2010
3	07/02/2010
4	08/13/2010
5	09/03/2010
6	10/22/2010
7	10/29/2010
8	01/07/2011

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 20.63	8.30

BOIL0074-002 08/08/2010

	Rates	Fringes
BOILERMAKER.....	\$ 25.95	16.88

CARP0551-001 04/01/2008

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work).....	\$ 21.00	6.43

ELEC0716-002 08/30/2010

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers.).....	\$ 26.65	7.67

ELEV0031-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 34.955	20.235

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate
for over 5 years' service and 6% of basic hourly rate for 6
months to 5 years' service as Vacation Pay Credit. Paid
Holidays: New Year's Day; Memorial Day; Independence Day;
Labor Day; Thanksgiving Day; Friday after Thanksgiving Day;
Christmas Day; and Veterans Day.

PLAS0079-001 07/01/2004

	Rates	Fringes
PLASTERER.....	\$ 19.42	1.00

PLUM0068-003 10/01/2010

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 28.79	9.40

PLUM0211-004 10/01/2010

	Rates	Fringes
Pipefitters (HVAC Pipe Only)....	\$ 28.42	9.97

* SFTX0669-001 01/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.40	15.85

SHEE0054-004 07/01/2010

	Rates	Fringes
Sheet metal worker (Including HVAC Duct and System Installation).....	\$ 25.37	9.96

SUTX2005-010 03/24/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls Only).....	\$ 14.00	0.00
BRICKLAYER.....	\$ 18.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.83	0.00
DRYWALL FINISHER/TAPER.....	\$ 12.13	1.01
DRYWALL HANGER, Includes Metal Stud Installation.....	\$ 12.96	1.59
Formbuilder/Formsetter.....	\$ 11.82	0.00
GLAZIER.....	\$ 14.92	2.78
INSULATOR -BATT AND FOAM.....	\$ 10.00	0.00
Ironworkers:		
Reinforcing.....	\$ 12.06	0.00
Structural.....	\$ 15.68	0.00
Laborers:		
Common.....	\$ 9.29	0.00
Mason Tender Brick.....	\$ 10.13	0.00
Mason Tender Cement.....	\$ 9.86	0.00
Pipelayer.....	\$ 12.35	0.00
Plaster Tender.....	\$ 12.90	2.51
LATHER.....	\$ 16.90	3.61

Painter (Brush, Roller, and Spray).....	\$ 11.17	0.00
Pipefitters (Excluding HVAC Pipe).....	\$ 19.20	8.23
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 13.50	0.25
Backhoe.....	\$ 12.54	0.00
Crane.....	\$ 17.95	3.56
Forklift.....	\$ 15.46	5.15
Slab & Wall Saw.....	\$ 15.54	3.83
ROOFER.....	\$ 11.51	0.57
TILE FINISHER.....	\$ 12.00	0.43
TILE SETTER.....	\$ 15.70	1.09
TRUCK DRIVER.....	\$ 10.78	1.57

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION